

(B) The system shall be installed, maintained and operated in accordance with technical standards relating to facilities established by the FCC and no technical parameter in excess of the FCC's technical standards is required.

(C) Subject to subsection (B) above the system shall be capable of and shall produce a picture upon any subscriber's television receiver which is in good operating condition and free of direct pickup problems to the extent feasible in black and white or color that is undistorted and free from ghost images, is without noticable picture degradation or other forms of interference attributable to the performance of the system, and is accompanied by undistorted sound, assuming the television receiver is in good repair, free of direct pickup problems and the source of the signal transmission is satisfactory. Transmission and distribution of signals shall cause no cross modulation in the cables or interference with other electrical or electronic systems. (Ord. 1007 § 2 (part), 1987)

6.120.190 Time is of the essence. Whenever this chapter or the franchise agreement sets forth any time for any act to be performed by the franchisee, such time shall be deemed of the essence; and the franchisee's failure to perform within the time allotted shall, in all cases, be sufficient grounds for the county to invoke the remedies available under the terms and conditions of this chapter and the franchise agreement. (Ord. 1007 § 2 (part), 1987)

6.120.200 Customer service standards. (A) Any change made by the franchisee in its programming (channels carried), except those of an emergency nature beyond the franchisee's control shall not become effective until the franchisee has notified its subscribers at least fourteen calendar days in advance. Notification must be made in writing to each subscriber and through newspaper advertisements or broadcast on the cable system.

(B) The franchisee shall provide standard identification documentation to all employees, including employees of subcontractors who will be in contact with the public. Each such representative shall be required to wear an employee identification card issued by the franchisee and bearing a picture of said employee. Such documents shall include a telephone number that can be used to verify all personnel, vehicles and other construction equipment operating under the authority of the franchisee.

(C) The franchisee shall maintain a business office accessible to subscribers for the purpose of transacting business, including receiving and resolving all complaints regarding the quality of service, equipment malfunctions, billing disputes and similar matters. The franchisee's office shall be reachable by toll-free telephone call. Excluding legal holidays, the business office shall be open to receive inquiries or complaints from subscribers during normal business hours. Normal business hours shall be no less than nine a.m. to five p.m., Monday to Friday, and for at least four hours per week of extended office hours. Extended hours may be either on weekday evenings after five p.m. or on weekends, at the discretion of the franchisee.

(D) The franchisee's personnel answering shall be trained to screen requests and assist in solving problems. Customer service operators will identify themselves by at least their first names immediately upon initial contact.

The franchisee shall employ sufficient operators to handle calls under normal circumstances with the maximum initial wait of no more than three minutes. During promotional periods and during peak seasonal turnover periods, the franchisee shall make such arrangements as are necessary to cover the anticipated increase in the number of phone calls regarding installation or addition of services.

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Any answering service employed by the franchisee shall keep records of all service calls received.

(E) The franchisee shall fill all reasonable requests for non-custom installation of its services within thirty days after the date of each request, or within sixty days after any request for any custom installation offered by the franchisee. A request shall be deemed reasonable if:

- (1) The services requested are uniformly available on the system;
- (2) The services are requested in a portion of the county where the system has been constructed and activated;
- (3) The franchisee can obtain access to a person's premises during the franchisee's normal business hours;
- (4) Any reasonable advance deposits which may be required by the franchisee have been paid;
- (5) The person requesting service is not currently in debt to the franchisee; and
- (6) The person requesting service has not been convicted of theft of cable television service or equipment.

The franchisee shall use reasonable efforts to inform all persons in advance of the approximate time its employees or agents plan to enter onto such persons' property for the purpose of equipment installation and, where practical, for service or maintenance of the system with the exception of an emergency.

If the franchisee fails to provide any service normally requested by a subscriber within the time prescribed above, the franchisee shall, after adequate notification and being afforded the opportunity to provide the service, refund all deposits or advance charges paid for the service in question by said subscriber within thirty days. After thirty days the franchisee shall pay interest to the subscriber as follows:

- (a) The rate of interest shall be equal to the average of the rate quoted by three financial institutions in the county as the highest rate paid on a ninety-day certificate of deposit purchased on the date payment is received from the subscriber;
- (b) Interest shall be paid from thirty days after the date payment is received from the subscriber to the date service is provided.

The franchisee shall provide a pre-designated four-hour block of time for subscriber service appointments to be scheduled either in the morning or the afternoon hours (i.e., eight a.m. to twelve noon, or one p.m. to five p.m.). Priority for service appointments on the next day or next "available time" must be given to those subscribers who require a different scheduled time.

(F) Each monthly bill rendered for cable service shall clearly state on the portion of the bill retained by the subscriber statements which set forth:

- (1) The due date of the bill;
- (2) If and when a late-payment fee will be imposed, and the amount of the late-payment fee; and
- (3) The telephone number to contact regarding billing inquiries.

The franchisee shall disconnect a subscriber's service within six working days of the subscriber's request; the franchisee shall cease to charge a subscriber for service immediately after receiving the request to discontinue service.

If for any reason a subscriber terminates monthly service prior to the end of a prepaid period, the unused portion of any prepaid service fee, including deposits but specifically excluding installation fees, shall be refunded to the subscriber within forty-five days of notification of such termination of service.

In the event of dispute between the subscriber and the franchisee regarding the bill, the franchisee shall promptly make such investigations as is required by the particular case and report the results to the subscriber within five working days of the initial complaint. If the dispute is not resolved to the satisfaction of both parties, the franchisee shall immediately inform the subscriber verbally of the complaint procedures set forth by the county, followed up in writing.

(G) The franchisee shall provide to each subscriber written notice of the procedures for reporting and resolving service problems at the time of the initial subscription to the cable system.

The franchisee shall provide the means to accept service complaint calls twenty-four hours a day, seven days a week. All service problems reported by the subscriber shall be investigated and acted upon as soon as possible. Under normal circumstances, all service problems shall be acted upon within three calendar days of receipt or as otherwise agreed upon between the franchisee and the subscriber. The franchisee shall keep a maintenance service record which will indicate the nature of each service complaint, the date and time it was received, the disposition of said complaint, and the time and date thereof. Complete records of the franchisee's action in response to all complaints shall be made available for inspection by the county upon reasonable request during normal business hours. A summary of completed service complaints shall be presented monthly to the administrative services department in the office of the county manager.

System outage repair efforts shall be initiated within four hours following the occurrence of the outage including Saturdays, Sundays and legal holidays.

A summary of system outages affecting more than five subscribers shall be submitted to the county monthly. Upon failure of the franchisee to remedy a loss of service attributable to the cable system within twenty-four hours of receipt of notification of such loss, the franchisee shall rebate $\frac{1}{60}$ th of the total monthly charge to each subscriber so affected for each twenty-four hour period and subsequent fraction thereof until service is restored. Such a rebate shall be made by the franchisee following notification to the franchisee by the subscriber, identifying and substantiating the loss of service by channel description, date and time. There shall be an automatic credit to all subscribers when there is an outage of basic or premium service which affects the entire franchise area for four or more hours in a twenty-four hour period.

(H) The franchisee shall make available to the subscriber at the time of initiation of service, and at such times as there is a change in this information, current information in layman's terms pertaining to:

- (1) The address and telephone number of the franchisee's local office;
- (2) Schedule of rates and charges for basic and non-basic services;
- (3) Time allowed to pay outstanding bills, and billing and collections procedures;
- (4) The availability of parental lock-out devices;
- (5) Refund policies;
- (6) Service charges;
- (7) Installation procedures;
- (8) Instructions for operating subscriber terminal equipment;
- (9) Procedure for changes in or termination of cable TV service;
- (10) Emergency service telephone number;
- (11) Description of complaint procedure;
- (12) Late-payment fee assessments;

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(13) The recommendation that subscriber should register any inquiry or complaint about his bill prior to the due date;

(14) The handling of billing disputes;

(15) The fact that the subscriber has the right to speak to a supervisor, and, if none is available, a supervisor will return the subscribers call within one working day;

(16) Information concerning responsibility of the county, administrative services department, cable advisory board, and the address and telephone number of the administrative services department; and

(17) The Clark County — Cable Television Consumer Rights and Responsibilities pamphlet.

This information shall also be conspicuously posted in the franchisee's office and shall be available in handout form.

(I) The franchisee shall publish its rates, including charges for installation, monthly basic service, premium services, repair charges, deposits for equipment, and any late-payment fee charges.

This publication shall include the effective date of rates and charges. As changes are made, new rate cards shall be made available at the franchisee's office(s), and at the Clark County office of the county manager and the administrative services department.

Subscribers shall be notified thirty days in advance of any change in rate.

(J) The franchisee will provide and keep on file with the office of the county manager and the administrative services department its updated procedures and policies for discontinuance of cable service to a subscriber.

The franchisee may discontinue service to a subscriber as specified in the "notice of discontinuance" or within a reasonable time thereafter.

(K) The franchisee shall promulgate and adhere to a preventive maintenance policy directed toward maximizing the reliability (mean-time-between-malfunctions) and maintainability (mean-time-to-repair) of the cable system with respect to its delivery of service to subscribers at or above industry performance standards.

The franchisee shall maintain a repair department comprised of trained technicians, service vehicles and equipment to provide quality repair service. Service shall be rendered efficiently, repairs made promptly, and the franchisee shall interrupt service only for good cause and for the shortest time possible. Such interruptions, unless unforeseen and immediately necessary, shall be preceded by reasonable advance notice if possible and shall occur during periods of minimum system use.

(L) The customer service standards contained in this section apply to all cable communications companies which are or may hereafter be subject to the jurisdiction of Clark County under this chapter; and all cable communications companies authorized to provide cable service by Clark County at the time of the adoption of the ordinance codified in this section will voluntarily adopt and implement the customer service standards contained within this section. Any cable communications company for which a new franchise (service area permit), renewal of a franchise (service area permit) or transfer or assignment of an existing franchise (service area permit) is approved by the board of county commissioners subsequent to the adoption of the ordinance codified in this section shall comply with the provisions of this section. (Ord. 1280 § 1, 1991; Ord. 1007 § 2 (part), 1987)

6.120.210 Office of cable communications. The office of cable communications is created. The cable administrator shall be appointed by the county manager. The cable

administrator shall administer the office of cable communications under the supervision of the county manager and perform the following functions:

- (A) Interpret, administer and enforce the provisions of this chapter and the franchise agreement.
- (B) Mediate disputes or disagreements between subscribers, users, potential subscribers and users, and the franchisee, but only in the event that such parties are first unable to resolve their disputes and if they agree to mediation by the cable administrator review.
- (C) Confer with the franchisee and advise the interconnection and compatibility of the system with other systems in the county.
- (D) Perform any other duties assigned under the provisions of this chapter.
- (E) Perform any other activities associated with cable communications as directed by the county commission or county manager. (Ord. 1007 § 2 (part), 1987)

6.120.220 Cable communications advisory board. (A) There is created the Clark County cable communications advisory board.

- (B) The board shall be comprised of five members.
- (C) Members of the board shall be appointed by and serve at the pleasure of the county commission. In the event a vacancy occurs during the term of office of any member, the vacancy shall be filled by appointment by the county commission for the remainder of the term.
- (D) The original five members of the board shall be appointed for such terms as shall cause one term to expire on June 30th each year for five years following the effective date of the appointment of the original board. The term of each of the first five members shall be designated in the appointment. The terms of succeeding board members shall be five years terms beginning with July 1st following the regular expiration of the prior term.
- (E) There shall be no appearance or existence of a conflict of interest with any member of the board on matters that will come before the board for action.
- (F) No person shall be a board member who is not a resident of Clark County.
- (G) The county commission shall initially designate one of the first appointed board members as chairman and one as vice-chairman to act in the absence of the chairman. The term of office for the first appointed chairman and vice-chairman shall be through June 30, 1989. During the month of June, 1989, the Board shall elect a chairman and vice-chairman, and each shall hold office for one year and until their successors are elected, unless their respective membership on the board ceases sooner. The board may fill from its members any vacancy occurring in the offices of chairman and vice-chairman.
- (H) The board shall hold one regular meeting at least quarterly. The board may hold additional meetings, either regular or special, as it may determine necessary or desirable.
- (I) Three members shall constitute a quorum of the board.
- (J) The members of the board shall serve without compensation for their services.
- (K) The board's relationship to the county commission shall be advisory.
- (L) Upon submission of a complete application, as certified by the director of business license and the cable administrator, the board will review all applications for new franchises and all applications to transfer or assign existing franchises and make recommendations to the county commission. A recommendation to the county commission shall be made within thirty days after the hearing on the application is concluded.

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(M) The board shall study and advise the county commission on the need to investigate franchisees in order to compile data and make recommendations to the county commission regarding the extent, proper character and quality of cable service to be furnished to the public.

(N) The board shall study and advise the county commission of the need to engage the contractual services of specialized consultants to assist the board in the proper discharge of its responsibilities.

(O) The board shall study and advise the county commission of the need for additional regulations regarding the extent, character and quality of cable service.

(P) The board shall study and advise the county commission regarding the need to investigate complaints relative to the cable service of any franchisee.

(Q) The board shall study and advise the county commission regarding the need to undertake studies to assess the compliance of franchisees with the terms of their franchises.

(R) The board shall study and advise the county commission regarding the need for the development of public, educational and governmental access programming.

(S) The board shall not incur expenses, hire or retain employees, nor enter into contracts.

(T) Within forty-five days after the end of each fiscal year, the board shall prepare a written report to present to the county commission.

(U) The board shall study and advise the county commission regarding any other matters relating to cable communications as directed by the county commission. (Ord. 1295 § 4, 1991; Ord. 1050 § 2, 1987; Ord. 1007 § 2 (part), 1987)

6.120.230 Public, educational and government access. (A) Commencing on the date established by the county commission after a public hearing, the franchisee shall make available to all of its residential subscribers who receive all or any part of the total cable services offered on the system one multipurpose access channel for use on a first-come, first-served nondiscriminatory basis by:

(1) Members of the public;

(2) Local educational authorities and institutions including, but not limited to, primary and secondary schools, colleges and universities but excluding commercial (for profit) educational enterprises; and

(3) The county and other governmental agencies located within the county.

(B) Commencing on the date established by the county commission after a public hearing, the franchisee shall make available to all of its residential subscribers who receive all or any part of the total cable services offered on the system at least one access channel in each of the three following categories:

(1) At least one public access channel shall be made available at no charge for use by members of the general public on a first-come, first-served nondiscriminatory basis.

(2) At least one educational access channel shall be made available at no charge for use by local educational authorities and institutions including, but not limited to, primary and secondary schools, colleges and universities but excluding commercial (for profit) educational enterprises on a first-come, first-served nondiscriminatory basis.

(3) At least one government access channel shall be made available at no charge for use by the county and other government agencies located within the county on a first-come, first-served nondiscriminatory basis.

NATOA SURVEY ON CUSTOMER SERVICE STANDARDS

If possible, please enclose a copy of your standards clearly labelled with:

Jurisdiction Name / Operator Name / Date

Jurisdiction/State City of Mesa, Arizona

IN YOUR OWN OPINION.....

Operator(s) Dimension Cable, CableAmerica, Mission Cable

15. Are these new standards different?

How?

YES

NO

N/A

FCC Community Unit Identifier # AZ0087

Name/Title Eric Norenberg, Administrative Ass't II

Office of Special Programs

Phone 602-644-2179

16. Are these standards more stringent?

How?

YES

NO

N/A

Fax 602-644-4498

1. Have you adopted the FCC customer service standards and notified operator of same?

YES

☒ NO

2. Date you adopted the rules?

3. Date they become effective in your franchise?

4. Did you have customer service standards in place prior to the FCC's rules?

YES

☒ NO

5. Date implemented? AT ISSUANCE of the franchise license

6. Implemented during franchise?

YES

☒ NO

7. Did they require a franchise modification?

YES

☒ NO

8. Implemented during transfer?

YES

☒ NO

9. Implemented at renewal?

YES

☒ NO

10. Were these standards different or more stringent than the FCC's rules?

YES

☒ NO

N/A

11. Specific problems your standards addressed?

N/A

12. Did you pass different or more stringent rules after the FCC rules came out?

YES

☒ NO

13. What date?

14. Franchise modification?

YES

☒ NO

17. Why were they necessary in your community?

N/A

18. What sort of evaluation methods are you using to determine compliance? (describe)

Complaint Basis

19. Has the operator cooperated in providing necessary or required data?

YES

NO

20. Is your operator's compliance with FCC or your rules generally:

☒ GOOD

OK

☒ BAD

21. Has your operator attempted to pass through costs of complying with the FCC rules?

N/A

YES

NO

22. Have you seen a decrease in subscriber complaints about service after you adopted FCC customer service rules?

N/A

YES

NO

23. Did you see a decrease in complaints after you implemented your own rules?

N/A

YES

NO

24. Are there consumer protection laws in your state that you think apply to cable operators or could be applied?

YES

NO

NATOA SURVEY ON CUSTOMER SERVICE STANDARDS

Jurisdiction/State Torrance, CA

Operator(s) Paragon

FCC Community Unit Identifier # CA 0941



CITY OF
TORRANCE

Michael D. Smith
CABLE TELEVISION ADMINISTRATOR
OFFICE OF CABLE COMMUNICATIONS

3350 Civic Center Drive • Torrance, California 90503
Telephone 310/618-5762 • Facsimile 310/781-7132

Printed on Recycled Paper

1. Have you adopted the FCC customer service standards and notified operator of same?

YES ☒ NO

2. Date you adopted the rules?

3. Date they become effective in your franchise?

4. Did you have customer service standards in place prior to the FCC's rules? ☒ YES NO

5. Date implemented? 1982

6. Implemented during franchise? ☒ YES NO

7. Did they require a franchise modification? YES ☒ NO

8. Implemented during transfer? YES ☒ NO

9. Implemented at renewal? YES ☒ NO

10. Were these standards different or more stringent than the FCC's rules? YES ☒ NO

11. Specific problems your standards addressed?

- Continuity of svc.
- Maintenance
- Refusal of svc.
- Local office & Mgt.
- Action Svc. calls
- Telephone svc.
- Collection Acct.
- Complaints
- Notice to subs

12. Did you pass different or more stringent rules after the FCC rules came out? YES ☒ NO

13. What date?

N/A

14. Franchise modification? YES ☒ NO

If possible, please enclose a copy of your standards clearly labelled with:

Jurisdiction Name / Operator Name / Date

IN YOUR OWN OPINION.....

15. Are these new standards different? How? YES NO

16. Are these standards more stringent? How? YES NO

17. Why were they necessary in your community?

- To establish a customer service level

18. What sort of evaluation methods are you using to determine compliance? (describe)

Based on complaints received

19. Has the operator cooperated in providing necessary or required data? ☒ YES NO

20. Is your operator's compliance with FCC or your rules generally: ☒ GOOD OK BAD

21. Has your operator attempted to pass through costs of complying with the FCC rules? ☒ YES NO

22. Have you seen a decrease in subscriber complaints about service after you adopted FCC customer service rules? YES NO N/A

23. Did you see a decrease in complaints after you implemented your own rules? YES NO N/A

24. Are there consumer protection laws in your state that you think apply to cable operators or could be applied? ☒ YES NO

ORDINANCE NO. 3034.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TORRANCE, CALIFORNIA, GRANTING TO TELEPROMPTER OF SOUTHERN CALIFORNIA, INC., A FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION (CATV) SYSTEM IN THE CITY OF TORRANCE ON STATED TERMS AND CONDITIONS

WHEREAS, the City Council of the City of Torrance, California, on May 19, 1981, by Resolution No. 81-91, did declare its intention to award a franchise to construct, operate and maintain a cable television system, in the City of Torrance, as hereinafter more particularly described; and

WHEREAS, proposals thereon were distributed to qualified applicants; and

WHEREAS, proposals were received from seven cable companies, one of which subsequently withdrew; and

WHEREAS, public hearings were held to review the proposals on December 16, 1981, December 18, 1981 and February 16, 1982; and

WHEREAS, the proposals and comments have been subject to analysis by consultants and City staff, and both preliminary and final reports have been received and considered by this Council; and

WHEREAS, by reason of its proposal and qualifications Teleprompter of Southern California, Inc., has been found to be best suited to provide cable television service to the people of Torrance, and it is in the public interest that said Company be awarded such franchise.

NOW, THEREFORE, the City Council of the City of Torrance does ordain as follows:

SECTION 1: TERMS AND CONDITIONS OF FRANCHISE.

City of Torrance
Office of Cable Communications
3350 Civic Center Drive
Torrance, CA 90503

ARTICLE XIV

SERVICE, OPERATION AND MAINTENANCE

A. Incorporation of Application by Reference.

The Grantee shall provide all services specifically set forth in its franchise proposal. By its acceptance of the franchise, the Grantee agrees that its application is hereby incorporated by reference and its provisions made a part of this franchise and this ordinance. In the event of a conflict between such proposal and the provisions of this ordinance, that provision which provides the greatest benefit to the City, in the opinion of the City Council, shall prevail.

B. Continuity of Service.

1. The Grantee shall operate the CATV system continuously on a twenty-four (24) hour per day, seven (7) days per week basis. It shall be the right of all subscribers to receive all available services insofar as their financial and other obligations to the Grantee are honored. In the event that the Grantee elects to rebuild, modify, or sell the system, or the City gives notice of intent to terminate or fails to renew this franchise, the Grantee shall act so as to insure that all subscribers receive continuous, uninterrupted service regardless of the circumstances.

2. In the event a new operator acquires the system, the Grantee shall cooperate with the City and the new operator in maintaining continuity of service to all subscribers. During such period, the Grantee shall be entitled to the revenues for any period during which it operates the system, and shall be entitled to reasonable costs for its services when it no longer operates the system.

3. In the event the Grantee fails to operate all or substantially all of the system for four (4) consecutive days without prior approval of the City or without just cause, the City, at its option, may operate the system or designate an operator until such time as the Grantee restores service under conditions acceptable to the City or a permanent operator is selected. If the City is required to fulfill this obligation for the Grantee, the Grantee shall reimburse the City for all reasonable costs or damages in excess of revenues from the system received by the City that are the result of the Grantee's failure to perform.

C. Maintenance.

The Grantee shall maintain the CATV system to the highest practicable performance standards. Grantee shall provide a fully equipped service organization with adequate staff and facilities for maintenance of its CATV system and for furnishing service to its customers and prospective customers.

D. Operating Instructions.

The Grantee shall maintain a set of operating instructions, circuit diagrams, technical manuals and bulletins necessary for the proper operation and maintenance of the CATV system. Copies thereof shall be available to the City.

E. Refusal of Service.

The Grantee shall not refuse service to any resident whose property is adjacent to a public right-of-way in which a cable is laid or strung, unless the subscriber has not paid the applicable connection fee or monthly service charge.

F. Local Office and Management

During the term of this franchise and any renewal thereof, the Grantee shall locate and maintain within the city limits:

- 1) the office of its local manager and its business office serving the Torrance Cable TV system, including its billing collection office;
- 2) its service office for the purpose of receiving and resolving all complaints regarding the quality of service, malfunctions and similar matters arising out of its construction and operation of its Torrance system;
- 3) all trucks, equipment and employees providing service to the Grantee's Torrance system.

The local office, including the service office, shall be open to receive inquiries or complaints from subscribers during normal business hours and in no case less than 9:00 a.m. to 5:00 p.m., Monday to Friday, excluding legal holidays.

G. Action on Service Calls

- 1) The Grantee shall maintain a service repair force sufficient to respond within a reasonable time to any individual interruption of service and also a sufficient installation force to minimize delay for service installation.
- 2) Any service complaint from subscribers shall be investigated and acted upon as soon as possible. Any service complaint which affects only one subscriber shall be resolved within three (3) calendar days. If such service complaint results from a malfunction of a service or trunk line serving or otherwise affecting more than one subscriber, it shall be resolved within 24 hours. The Grantee shall credit a subscriber's account on a pro-rated basis for loss of service commencing 48 hours after notification.

H. Telephone Answering Service.

The Grantee shall provide a state-of-the-art telephone answering system to receive all construction and service complaints that will assure that only a minimum of callers shall receive busy

signals when phoning the office. A sufficient number of customer service representatives will be provided so that callers are not required to wait beyond a reasonable time for such service. The telephone number of the local office shall be listed in the telephone directories serving Torrance. The telephone service shall be operable to accept complaints 24 hours a day, seven days a week. Inquiries and complaint calls shall be accepted in person over the telephone 24 hours a day, seven days a week.

I. Collection Account.

The Grantee shall maintain an account in a bank located within the city limits of Torrance for depositing monies received from subscribers to its Torrance system and for making refund and other payments to such subscribers.

J. Log of Customer Complaints.

The Grantee shall keep a maintenance service log which will indicate the nature of each service complaint, its location, the date and time it was received, the disposition of said complaint and the time and date thereof. This log shall be made available for periodic inspection by the City.

K. Furnishing Information to Subscribers.

As subscribers are connected or reconnected to the system, the Grantee shall, by appropriate means, such as a card or brochure, furnish information concerning the procedures for making inquiries or complain including the name, address and local telephone number of the employee or employees or agent to whom such inquiries or complaints are to be addressed, and furnish information concerning the City office responsible for administration of the franchise with the address and telephone number of the office.

L. Notice to Subscribers.

The Grantee shall provide written notice to each subscriber at intervals of not more than one (1) year, of the procedure for reporting and resolving subscriber complaints, including the subscriber's right to complain in writing to the City of the Grantee's failure to resolve

a service complaint which is preventable and reasonably within the Grantee's control. The proper address of the City of Grantee to which complaints may be directed shall be included in such notice.

M. Designation of Franchise Administrator.

The City Manager shall appoint a City employee or employees who shall be responsible for continuing administration of this franchise and the implementation of complaint procedures.

N. Access to Grantee's Officers.

Grantee will give City officials access to all levels of its corporate structure and will, at any reasonable time, meet with city officials to discuss issues or problems that relate to Grantee's Torrance cable television system.

ARTICLE XV
QUALITY STANDARDS

A. City Review of System Performance

1. When there have been similar complaints made or where there exists other evidence which, in the judgment of the City Manager, casts reasonable doubt on the reliability or quality of cable service, the City Manager shall have the right to compel the Grantee to test, analyze and report on the performance of the system in order to protect the public against substandard cable service. Such test or tests shall be made and the report thereof shall be delivered to the City Manager no later than fourteen (14) days after the City Manager notifies the Grantee that he is exercising such right. Such report shall include the following information: the nature of the complaints which precipitated the special tests; what system component was tested; the equipment used and procedures employed in said testing; the results of such tests; and the method in which such complaints were resolved. Any other information pertinent to the special test shall be recorded.

2. Said tests and analyses shall be supervised at the expense of the Grantee, if so requested by the City Manager, by a professional engineer who is not on the permanent staff of the Grantee. The engineer shall sign all records of such special tests and forward such records to the City Manager with a report interpreting the result of the tests and recommending actions to be taken.

3. In the event that the Grantee shall fail to make the improvements, repairs or adjustments to the system necessary to restore the reliability or quality of cable service within sixty (60) days after the City Manager has given notice to the Grantee that he is exercising his right to compel the Grantee to test, analyze and report on the performance of the system as set forth in paragraph 1 of this Section B, the Grantee shall pay to the City the sum of Five Hundred Dollars (\$500.00) per day for each day that the Grantee has failed to remedy such deficiency, unless the Grantee proves to the reasonable satisfaction of the City Manager that the delay was caused by factors beyond the control of the Grantee, or is otherwise waived by the City Council for good cause shown.

ARTICLE XVI
INSPECTION AND REPORTS

A. Inspection of Property and Records.

At all reasonable times, the Grantee shall permit any duly authorized representative of the City to examine all property of the Grantee, together with any appurtenant property of the Grantee situated within or without the City, and to examine and transcribe any and all maps and other records kept or maintained by the Grantee or under its control which deals with the operations, affairs, transactions or property of the Grantee with respect to its franchise. If any such maps or records are not kept in the City, or upon reasonable request made available in the City, and if the City Council shall determine that an examination thereof is necessary or appropriate, then all travel and maintenance expenses necessarily incurred in making such examination shall be paid by the Grantee.

B. Annual Company Reports.

The Grantee shall file the following reports annually with the City Clerk not later than one hundred and twenty (120) days after the end of Grantee's fiscal year:

1. A copy of the consolidated report to its stockholders for such fiscal year rendered by the Grantee's parent company for all of its operations, a copy of such parent company's consolidated profit and loss (income and expense) statement for all of its operations, and a copy of such parent company's consolidated balance sheet for all of its operations.

2. A copy of its report to its stockholders concerning its Torrance franchise operations for such fiscal year (if it prepares such report), a copy of its profit and loss (income and expense) statement for its Torrance franchise operations for such fiscal year, and a copy of its balance sheet for its Torrance franchise operations for such fiscal year showing its investment in properties devoted to its Torrance franchise operations on the basis of original cost less depreciation, together with such other reasonable information as the City Manager shall request with respect to Grantee's properties and expenses related to its CATV operations within the City. Such reports concerning the Grantee's Torrance franchise operations shall be approved by an independent certified public accountant and certified as to correctness by an officer of the Grantee.

C. FCC Reports.

The Grantee shall file with the City Clerk a copy of every report involving its Torrance cable television system made to the FCC, as well as a copy of every such report made to any State agency which in the future may regulate such system.

D. Reports to City Manager.

The Grantee shall prepare and furnish to the City Manager at the times and in the form that he prescribes, such reports with respect to its operations, affairs, transactions or property as he determines may be reasonably necessary or appropriate for the protection of the rights of the City hereunder.

E. Penalty Payment.

In the event that the Grantee shall neglect, omit or otherwise fail to file with the City any report required by the above provisions of this Article XVI at the time specified herein, the Grantee shall pay the City the sum of Fifty Dollars (\$50.00) for each day or portion thereof that such violation continues following such ten (10) day period, unless waived by the City Council for good cause shown.

ARTICLE XVII
EVALUATION SESSIONS

A. Periodic Evaluation Sessions.

The City and the Grantee shall hold scheduled evaluation sessions within thirty (30) days of the third, sixth, ninth and twelfth anniversary dates of the granting of this franchise. All such evaluation sessions shall be open to the public and advertised in a newspaper of general circulation at least five (5) days before each session. The sessions shall be held at such place, date and time and before such body or officer as the City Council shall determine. The purpose of the sessions shall be to evaluate the performance of the Grantee in fulfilling its obligation under this franchise and the quality of its service to the public. Subject for discussion may include, but shall not be limited to, service rate structure, free or discounted service, application of new technologies, system performance, services provided, programming offered, customer complaints, privacy and civil rights, amendments to this ordinance, statutes of Congress and the Legislature and judicial and FCC rulings.

B. Special Evaluation Sessions.

The City may hold special evaluation sessions at any time during the term of this franchise. The Grantee shall be notified of the place, time and date thereof and the topics to be discussed. Such sessions shall be open to the public and advertised in a newspaper of general circulation at least five (5) days before each session.

ARTICLE XVIII
PROHIBITED ACTIVITIES

A. Television Sets.

The Grantee shall not directly or indirectly do any of the following acts:

1. Engage in the business of selling at retail, leasing, renting, repairing or servicing of television sets, radios or other receiving apparatus, or any part or component thereof except set converters owned by the Grantee;
2. Provide any service or repair to its subscribers, for a fee or otherwise, which extends beyond the connection of its service or the determination by Grantee of the quality of its signal to the recipients thereof;
3. Solicit, refer or cause or permit the solicitation or referral of any subscriber to persons engaged in any business herein prohibited to be engaged in by Grantee; provided, however, that the above provisions of this Section A shall not apply to modifications made to permit two-way communications.

B. Taping and Monitoring.

The Grantee shall not tape or monitor or permit any other person to tape or monitor any cable, line, signal input device or subscriber outlet or receiver for any purpose whatsoever without the express written consent of the subscriber or a court order therefor; provided, however, that the Grantee shall be entitled to conduct systemwide or individually addressed "sweeps" for the purpose of verifying system integrity, controlling return path transmission or billing for pay services.

C. Data Collection.

1. The Grantee shall not tabulate any test results, nor permit the use of its cable television system for such tabulation, which would reveal the commercial product preferences or opinions of subscribers, members of their families or their guest, licensees or employees, without the prior consent of the City Council, which, if it grants such consent, may place reasonable conditions therefor.
2. In any event, the Grantee shall not reveal or permit the release or sale of such data on individual subscribers; but, subject to the consent of the City Council, may reveal or permit the release or sale of aggregate data only.

D. Revealing Subscriber Preferences.

1. The Grantee shall not reveal individual subscriber preferences, viewing habits, beliefs, philosophy, creeds or religious beliefs to any person, firm, agency, governmental unit or investigating agency without court authority or prior written consent of the subscriber.
2. Such written consent, if given, shall be limited to a period of time not to exceed three (3) years.
3. The Grantee shall not condition the delivery or receipt of noninteractive cable services to any subscriber on any such consent.

4. Such a subscriber may revoke without penalty or cost any consent previously made by delivering to the Grantee in writing a substantial indication of his intent to so revoke.

E. Revealing Subscriber Lists.

The Grantee shall not reveal or sell or permit the release or sale of its subscriber list (1) without the prior written consent of the City Council, which, if it grants such consent, may place reasonable conditions thereon, or (2) except as the same is necessary for the construction, marketing and maintenance of the Grantee's facilities and services hereunder and the concomitant billing of subscribers for said services.

F. Other Persons Affected.

The prohibitions contained in Sections A to F inclusive of this Article XVIII shall extend and apply to all of the following as well as to the Grantee:

1. Officers, directors, employees and agents of the Grantee;
2. General and limited partners of the Grantee;
3. Any person or combination of persons owning, holding or controlling five (5) percent or more of any corporate stock or other ownership interest of the Grantee;
4. Any affiliated or subsidiary entity owned or controlled by Grantee, or in which any officer, director, stockholder, general or limited partner or person or group of persons owning, holding or controlling any ownership interest in the Grantee, shall own, hold or control five (5) percent or more of any corporate stock or other ownership interest; and
5. Any person, firm or corporation acting or serving in the capacity of a holding or controlling company of the Grantee.

NATOA SURVEY ON CUSTOMER SERVICE STANDARDS

Jurisdiction/State Torrance, CA

Operator(s) Paragon

FCC Community Unit Identifier # CA 0941



CITY OF
TORRANCE

Michael D. Smith
CABLE TELEVISION ADMINISTRATOR
OFFICE OF CABLE COMMUNICATIONS

3350 Civic Center Drive • Torrance, California 90503
Telephone 310/618-5762 • Facsimile 310/781-7132

Printed on Recycled Paper

1. Have you adopted the FCC customer service standards and notified operator of same?

YES ☒ NO

2. Date you adopted the rules?

3. Date they become effective in your franchise?

4. Did you have customer service standards in place prior to the FCC's rules? ☒ YES NO

5. Date implemented? 1982

6. Implemented during franchise? ☒ YES NO

7. Did they require a franchise modification? YES ☒ NO

8. Implemented during transfer? YES ☒ NO

9. Implemented at renewal? YES ☒ NO

10. Were these standards different or more stringent than the FCC's rules? YES ☒ NO

11. Specific problems your standards addressed?

- Continuity of svc.
- Maintenance
- Refusal of svc.
- Local office & Mgt.
- Action Svc. calls
- Telephone svc.
- Collection Acct.
- Complaints
- Notice to subs

12. Did you pass different or more stringent rules after the FCC rules came out? YES ☒ NO

13. What date?

14. Franchise modification? YES ☒ NO

If possible, please enclose a copy of your standards clearly labelled with:

Jurisdiction Name / Operator Name / Date

IN YOUR OWN OPINION.....

15. Are these new standards different?

How? YES NO

16. Are these standards more stringent?

How? YES NO

17. Why were they necessary in your community?

- To establish a customer service level

18. What sort of evaluation methods are you using to determine compliance? (describe)

Based on complaints received

19. Has the operator cooperated in providing necessary or required data? ☒ YES NO

20. Is your operator's compliance with FCC or your rules generally: ☒ GOOD OK BAD

21. Has your operator attempted to pass through costs of complying with the FCC rules? ☒ YES NO

22. Have you seen a decrease in subscriber complaints about service after you adopted FCC customer service rules? YES NO N/A

23. Did you see a decrease in complaints after you implemented your own rules? YES NO N/A

24. Are there consumer protection laws in your state that you think apply to cable operators or could be applied? ☒ YES NO

ORDINANCE NO. 3034.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TORRANCE, CALIFORNIA, GRANTING TO TELEPROMPTER OF SOUTHERN CALIFORNIA, INC., A FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION (CATV) SYSTEM IN THE CITY OF TORRANCE ON STATED TERMS AND CONDITIONS

WHEREAS, the City Council of the City of Torrance, California, on May 19, 1981, by Resolution No. 81-91, did declare its intention to award a franchise to construct, operate and maintain a cable television system, in the City of Torrance, as hereinafter more particularly described; and

WHEREAS, proposals thereon were distributed to qualified applicants; and

WHEREAS, proposals were received from seven cable companies, one of which subsequently withdrew; and

WHEREAS, public hearings were held to review the proposals on December 16, 1981, December 18, 1981 and February 16, 1982; and

WHEREAS, the proposals and comments have been subject to analysis by consultants and City staff, and both preliminary and final reports have been received and considered by this Council; and

WHEREAS, by reason of its proposal and qualifications Teleprompter of Southern California, Inc., has been found to be best suited to provide cable television service to the people of Torrance, and it is in the public interest that said Company be awarded such franchise.

NOW, THEREFORE, the City Council of the City of Torrance does ordain as follows:

SECTION 1: TERMS AND CONDITIONS OF FRANCHISE.

City of Torrance
Office of Cable Communications
3350 Civic Center Drive
Torrance, CA 90503

ARTICLE XIV

SERVICE, OPERATION AND MAINTENANCE

A. Incorporation of Application by Reference.

The Grantee shall provide all services specifically set forth in its franchise proposal. By its acceptance of the franchise, the Grantee agrees that its application is hereby incorporated by reference and its provisions made a part of this franchise and this ordinance. In the event of a conflict between such proposal and the provisions of this ordinance, that provision which provides the greatest benefit to the City, in the opinion of the City Council, shall prevail.

B. Continuity of Service.

1. The Grantee shall operate the CATV system continuously on a twenty-four (24) hour per day, seven (7) days per week basis. It shall be the right of all subscribers to receive all available services insofar as their financial and other obligations to the Grantee are honored. In the event that the Grantee elects to rebuild, modify, or sell the system, or the City gives notice of intent to terminate or fails to renew this franchise, the Grantee shall act so as to insure that all subscribers receive continuous, uninterrupted service regardless of the circumstances.

2. In the event a new operator acquires the system, the Grantee shall cooperate with the City and the new operator in maintaining continuity of service to all subscribers. During such period, the Grantee shall be entitled to the revenues for any period during which it operates the system, and shall be entitled to reasonable costs for its services when it no longer operates the system.

3. In the event the Grantee fails to operate all or substantially all of the system for four (4) consecutive days without prior approval of the City or without just cause, the City, at its option, may operate the system or designate an operator until such time as the Grantee restores service under conditions acceptable to the City or a permanent operator is selected. If the City is required to fulfill this obligation for the Grantee, the Grantee shall reimburse the City for all reasonable costs or damages in excess of revenues from the system received by the City that are the result of the Grantee's failure to perform.

C. Maintenance.

The Grantee shall maintain the CATV system to the highest practicable performance standards. Grantee shall provide a fully equipped service organization with adequate staff and facilities for maintenance of its CATV system and for furnishing service to its customers and prospective customers.

D. Operating Instructions.

The Grantee shall maintain a set of operating instructions, circuit diagrams, technical manuals and bulletins necessary for the proper operation and maintenance of the CATV system. Copies thereof shall be available to the City.

E. Refusal of Service.

The Grantee shall not refuse service to any resident whose property is adjacent to a public right-of-way in which a cable is laid or strung, unless the subscriber has not paid the applicable connection fee or monthly service charge.

F. Local Office and Management

During the term of this franchise and any renewal thereof, the Grantee shall locate and maintain within the city limits:

- 1) the office of its local manager and its business office serving the Torrance Cable TV system, including its billing collection office;
- 2) its service office for the purpose of receiving and resolving all complaints regarding the quality of service, malfunctions and similar matters arising out of its construction and operation of its Torrance system;
- 3) all trucks, equipment and employees providing service to the Grantee's Torrance system.

The local office, including the service office, shall be open to receive inquiries or complaints from subscribers during normal business hours and in no case less than 9:00 a.m. to 5:00 p.m., Monday to Friday, excluding legal holidays.

G. Action on Service Calls

- 1) The Grantee shall maintain a service repair force sufficient to respond within a reasonable time to any individual interruption of service and also a sufficient installation force to minimize delay for service installation.
- 2) Any service complaint from subscribers shall be investigated and acted upon as soon as possible. Any service complaint which affects only one subscriber shall be resolved within three (3) calendar days. If such service complaint results from a malfunction of a service or trunk line serving or otherwise affecting more than one subscriber, it shall be resolved within 24 hours. The Grantee shall credit a subscriber's account on a pro-rated basis for loss of service commencing 48 hours after notification.

H. Telephone Answering Service.

The Grantee shall provide a state-of-the-art telephone answering system to receive all construction and service complaints that will assure that only a minimum of callers shall receive busy

signals when phoning the office. A sufficient number of customer service representatives will be provided so that callers are not required to wait beyond a reasonable time for such service. The telephone number of the local office shall be listed in the telephone directories serving Torrance. The telephone service shall be operable to accept complaints 24 hours a day, seven days a week. Inquiries and complaint calls shall be accepted in person over the telephone 24 hours a day, seven days a week.

I. Collection Account.

The Grantee shall maintain an account in a bank located within the city limits of Torrance for depositing monies received from subscribers to its Torrance system and for making refund and other payments to such subscribers.

J. Log of Customer Complaints.

The Grantee shall keep a maintenance service log which will indicate the nature of each service complaint, its location, the date and time it was received, the disposition of said complaint and the time and date thereof. This log shall be made available for periodic inspection by the City.

K. Furnishing Information to Subscribers.

As subscribers are connected or reconnected to the system, the Grantee shall, by appropriate means, such as a card or brochure, furnish information concerning the procedures for making inquiries or complaint including the name, address and local telephone number of the employee or employees or agent to whom such inquiries or complaints are to be addressed, and furnish information concerning the City office responsible for administration of the franchise with the address and telephone number of the office.

L. Notice to Subscribers.

The Grantee shall provide written notice to each subscriber at intervals of not more than one (1) year, of the procedure for reporting and resolving subscriber complaints, including the subscriber's right to complain in writing to the City of the Grantee's failure to resolve

a service complaint which is preventable and reasonably within the Grantee's control. The proper address of the City of Grantee to which complaints may be directed shall be included in such notice.

M. Designation of Franchise Administrator.

The City Manager shall appoint a City employee or employees who shall be responsible for continuing administration of this franchise and the implementation of complaint procedures.

N. Access to Grantee's Officers.

Grantee will give City officials access to all levels of its corporate structure and will, at any reasonable time, meet with city officials to discuss issues or problems that relate to Grantee's Torrance cable television system.